SPECIAL RETAIL PRICING AGREEMENT

To keep the promotion of our "Forsyth" brand competitive with that of other competitive brands in the Retailer's marketing area, Forsyth Tobacco offers _____ ("Retailer"), hereafter "Retailer", the following program:

1. Retailer will purchase from _____ ("Distributor"), hereafter "Distributor", such quantities of the "Forsyth" brand as shall satisfy Retailer's requirements for resale during the term of this Agreement. Every Retailer's retail outlet which carries cigarettes shall maintain an inventory of the "Forsyth" brand. Retailer will feature and promote the "Forsyth" brand as its primary everyday low price cigarette in the lowest price category and will provide it with preferred merchandising space and locations as compared with other products in the low price category.

2. Forsyth will pay Retailer a quarterly marketing bonus of $.20 per carton on all "Forsyth" cartons purchased. Payments will be made within sixty (60) days of the end of each calendar quarter based on data supplied by Distributor. As part of this agreement, Retailer gives Forsyth permission to obtain their purchase data from Distributor.

3. This Agreement will become effective with shipments beginning on _____ (date). This Agreement shall remain in effect for a primary term of one (1) year beginning on the effective date indicated above.

R. J. REYNOLDS TOBACCO COMPANY,

_____

d/b/a Forsyth Tobacco Products

By:_____ By:_____

Its:_____ Its:_____

Date:_____ Date:_____

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Source: https://www.industrydocuments.ucsf.edu/docs/xtvy0000